

EXHIBIT K10

H & M. nan, Inc.

CNA

10/8/73

COMMERCIAL CASUALTY POLICY

DECLARATIONS

FORM NO.	BRANCH	POLICY	POLICY NUMBER
35975	030	CCP	902-36-70

NAMED INSURED & ADDRESS, Number & Street, Town, County & State:
W.R. Grace & Co. and/or any Subsidiary
Organization, Company, including
Subsidiaries of a Subsidiary Company,
owned, controlled or coming under the
effective management of W.R. Grace & Co.
1114 Avenue of the Americas
New York, New York
BUSINESS OF INSURED: Chemical Manufacturing

☐ INDIVIDUAL ☐ PARTNERSHIP ☒ CORPORATION
☐ JOINT VENTURE ☐ OTHER

INSURANCE IS PROVIDED BY THE COMPANY DESIGNATED BELOW
 (A stock insurance company, herein called the company) —
 Continental Center / 310 S. Michigan Ave / Chicago, IL 60604

☒ CONTINENTAL CASUALTY COMPANY☐ NATIONAL FIRE INSURANCE COMPANY of Hartford☐ AMERICAN CASUALTY COMPANY of Reading, Pa.☐ TRANSPORTATION INSURANCE COMPANY☐ TRANSCONTINENTAL INSURANCE COMPANY☐ VALLEY FORGE INSURANCE COMPANY☐ CNA CASUALTY OF CALIFORNIA

The premium for this policy is
 subject to Retrospective Adjustments
 in accordance with the rating plan
 endorsed hereon.

2. Policy Period: 6-30-73 to 6-30-76
 12:01 A.M. STANDARD TIME
 AT THE ADDRESS OF THE IN-
 SURED AS STATED HEREIN.

THIS DECLARATIONS PAGE IS ISSUED IN CONJUNCTION WITH AND FORMS A PART OF THE
 COMMERCIAL CASUALTY POLICY

3. Audit Period: Annual, unless otherwise stated.

4. The insurance afforded is only with respect to the following Coverage Part(s) indicated by specific premium charge(s).

ADVANCE PREMIUMS	COVERAGE PART(S)	ADVANCE PREMIUMS	COVERAGE PART(S)
\$ 531,539	Comprehensive General Liability Insurance	\$	Completed Operations and Products Liability Insurance
\$ 206,079	Comprehensive Automobile Liability Insurance	\$	Comprehensive Personal Insurance
\$ 371,000	Comprehensive Automobile Liability Insurance	\$	Farmer's Comprehensive Personal Insurance
\$ 50,400	Comprehensive Automobile Liability Insurance	\$	Garage Insurance
Included	Automobile Medical Payments Insurance	\$	Owners' and Contractors' Protective Liability Insurance
Included	Protection Against Uninsured Motorists Insurance	\$	Premises Medical Payments Insurance
Included	Automobile Physical Damage Insurance	\$	Protection Against Uninsured Motorists Insurance
\$	Contractual Liability Insurance	\$	Schedule Automobile Liability Insurance
\$	Manufacturers' and Contractors' Liability Insurance	\$	Automobile Medical Payments Insurance
\$	Owners', Landlords' and Tenants' Liability Insurance	\$	Protection Against Uninsured Motorists Insurance
Included	Personal Injury Liability Insurance	\$	
\$		\$	
\$		\$	
\$	Form numbers of endorsements attached at issuance include:	\$	

S 902,539

NS 256,479

Total Advance Premium for this Policy

5. If Policy Period more than one year:

\$ Gross Premium

\$ Discount

\$ Net Premium

Premium is payable:

\$ On effective date of Policy

\$ 1st Anniversary

\$ 2nd Anniversary

This declarations page is issued in conjunction with
 indicated above by an advance premium and if /
 declarations, schedule(s) and endorsements(s) disc.
 stated herein.

a part of an insurance policy which is completed with the addition of the coverage part(s)
 nal declarations, schedule(s) and endorsements(s). Such Coverage Part(s), and if any, additional
 as insured hereunder known to exist at the effective date of this policy; unless otherwise

During the past three years no insured has canceled with

e. issued to the named insured, similar to that afforded hereunder, unless otherwise stated herein.

ABSENCE OF AN ENTRY MEANS "NO EXCEPTION"

Countersigned by

Authorized Agent

G-31995-A

WRO 0198

GEC 029630

POLICY NO.

CCP 9023670

Named Insured:

W. R. Grace & Co. and/or any Subsidiary,
Organization, Company, including
Subsidiaries of a Subsidiary Company,
owned, controlled or coming under the
active management of W. R. Grace & Co.

Address:

1114 Avenue of The Americas, New York,
New York

Policy Period:

From June 30, 1973 to June 30, 1976
12:01 A.M. standard time at the address
of the Named Insured as stated herein.

Limits of Liability: Personal Injury: \$1,000,000 each occurrence
2,000,000 aggregate
products

Property Damage: 1,000,000 each occurrence
2,000,000 aggregate
products

CONTINENTAL CASUALTY COMPANY

A Stock Insurance Company Herein Called the Company

In consideration of the payment of the premium, and subject to
all of the terms of this policy, agrees with the Named Insured
as follows:

1. Coverage A - Personal Injury Liability, Automobile
- Coverage B - Property Damage Liability, Automobile
- Coverage C - Personal Injury Liability, other than Automobile
- Coverage D - Property Damage Liability, other than Automobile

WRG

0199

The Company will pay ^{of} behalf of the Insured all sums which the Insured shall become legally obligated to pay as damages including liability assumed under contract because of:

Personal Injury or ✓

Property Damage or ✓

Advertising Offense ✓

to which this Insurance applies, caused by an occurrence and arising out of all operations of the Insured, including but not limited to those operations as stated in the schedules attached hereto. ✓ As respects the insurance ^{ok} afforded by this policy, the Company shall have the right and duty to defend any suit against the Insured seeking damages on account of such Personal Injury or Property Damage, even if any of the allegations of the suit are groundless, false or fraudulent and may make such investigation and settlement of any claim or suit as it ✓ deems expedient.

Exclusions

This insurance does not apply:

- (A) Except with respect to operations performed by independent contractors and except with respect to liability assumed by the Insured under a contract as defined herein, to Personal Injury or Property Damage arising out of the ownership, maintenance, operation, use, loading or unloading of any aircraft owned or operated by or rented or loaned to the Named Insured:

In any case in which the Company elects not to investigate, settle or defend, the Insured, under the supervision of the Company, shall make or cause to be made such investigation and defense as are reasonably necessary and, subject to prior authorization by the Company, will effect to the extent possible such settlement or settlements as the Company and the Insured deem prudent. The Company shall reimburse the Insured for the reasonable costs of such investigation, settlement of defense.

Supplementary Payments

The Company will pay in addition to the applicable limit of liability:

- (A) All expenses incurred by the Company, all costs taxed against the Insured in any suit defended by the Company and all interest on the entire amount of any judgment therein which accrues after entry of the judgment and before the Company has paid or tendered or deposited in court that part of the judgment which does not exceed the limit of the Company's liability thereon;
- (B) Premiums on appeal bonds required in any such suit, premiums on bonds to release attachments in any such suit for an amount not in excess of the applicable limit of liability of this policy, and the cost of bail bonds required of the Insured because of accident or traffic law violation arising out of the use of any vehicle to which this policy applies, not to exceed \$250 per bail bond, but the Company shall have no obligation to apply for or furnish any such bonds;

- (B) If the claim is made or suit is brought against the Insured, the Insured shall as soon as practicable forward to the Company every demand, notice, summons or other process received by him or his representative. ✓
- (C) The Insured shall cooperate with the Company and upon the Company's request, assist in making settlements, in the conduct of suits and in endorsing any right of contribution or indemnity against any person or organization who may be liable to the Insured because of injury or damage with respect to which insurance is afforded under this policy; and the Insured shall attend hearings and trials and assist in securing and giving evidence and obtaining the attendance of witnesses. The Insured shall not, except at his own cost, voluntarily make payment, assume any obligation or incur any expense other than for such immediate medical and surgical relief to others at the time of the accident. ✓

5. Action Against the Company

No action shall lie against the Company unless, as a condition precedent thereto, there would have been full compliance with all of the terms of this policy, nor until the amount of the Insured's obligation to pay shall have been finally determined either by judgment against the Insured after actual trial or by written agreement of the Insured, the claimant and the Company. ✓

Any person or organization or the legal representative thereof who has secured such judgment or written agreement shall thereafter be entitled to recover under this policy to the extent of the insurance afforded by this policy. No person or organization shall have any right under this policy to join the Company as a party to any action against the insured to determine the insured's liability. Bankruptcy or insolvency of the insured or of the insured's estate shall not relieve the Company of any of its obligations hereunder. ✓

6. Other Insurance

The insurance afforded by this policy is primary insurance, except when stated to apply in excess or contingent upon the absence of other insurance. When this insurance is primary and the insured has other insurance which is stated to be applicable to the loss on an excess or contingent basis, the amount of the Company's liability under this policy shall not be reduced by the existence of such other insurance. With respect to a hired automobile or non-owned automobile, this insurance shall be excess insurance over any other valid and collectible insurance available to the insured. ✓

When both this insurance and other insurance apply to the loss on the same basis, whether primary, excess or contingent, the Company shall not be liable under this policy for a greater proportion of the loss than stated in the applicable contribution provisions. ✓

EXHIBIT K11



CNA Plaza
Chicago, Illinois 60685

INSURANCE IS PROVIDED BY THE COMPANY DESIGNATED BELOW
(A stock insurance company, herein called the company)

- | | |
|--|---|
| <input checked="" type="checkbox"/> Continental Casualty Company | <input type="checkbox"/> Transportation Insurance Company |
| <input type="checkbox"/> National Fire Insurance Company of Hartford | <input type="checkbox"/> Transcontinental Insurance Company |
| <input type="checkbox"/> American Casualty Company of Reading, Pa. | <input type="checkbox"/> Valley Forge Insurance Company |

COMMERCIAL CASUALTY POLICY

DECLARATIONS

POLICY NO. CCP 2483440

ITEM 1. NAMED INSURED:

W. R. GRACE & CO. AND/OR ANY SUBSIDIARY,
ORGANIZATION, OR COMPANY, INCLUDING SUB-
SIDIARIES OF A SUBSIDIARY COMPANY, OWNED,
CONTROLLED OR COMING UNDER THE ACTIVE
MANAGEMENT OF W. R. GRACE & CO.

ADDRESS:

1114 AVENUE OF THE AMERICAS
NEW YORK, NEW YORK

BUSINESS OF THE NAMED INSURED: CHEMICALLY BASED PRODUCTS &
SERVICES

THE NAMED INSURED IS: CORPORATION

ITEM 2. POLICY PERIOD: JUNE 30, 1976 TO JUNE 30, 1979
12:01 A.M. STANDARD TIME AT THE ADDRESS
OF THE NAMED INSURED AS STATED HEREIN.

ITEM 3. THE LIMIT OF THE COMPANY'S LIABILITY AGAINST EACH SUCH COVERAGE
SHALL BE AS STATED HEREIN, SUBJECT TO ALL THE TERMS OF THE
POLICY HAVING REFERENCE THERETO.

COVERAGES	LIMITS OF LIABILITY	ADVANCE PREMIUM
1. PERSONAL INJURY LIABILITY OTHER THAN AUTOMOBILE	\$1,000,000. EACH OCCURRENCE * \$2,000,000. AGGREGATE PRODUCTS	INCLUDED
3. PROPERTY DAMAGE LIABILITY OTHER THAN AUTOMOBILE	\$1,000,000. EACH OCCURRENCE * \$2,000,000. AGGREGATE PRODUCTS	INCLUDED
C. PERSONAL INJURY LIABILITY AUTOMOBILE	\$1,000,000. EACH OCCURRENCE	INCLUDED
D. PROPERTY DAMAGE LIABILITY AUTOMOBILE	\$1,000,000. EACH OCCURRENCE	EXCLUDED
TOTAL ADVANCE PREMIUM		2,238,972.

ITEM 4. AUDIT PERIOD: ANNUAL

Amended to 4,000,000 C/S/L aggregate
6/5 6/2/87
COUNTERSIGNED BY

LICENSED RESIDENT AGENT

238-A (1)

see encl # 59

CONTINENTAL CASUALTY COMPANY
A STOCK INSURANCE COMPANY, HEREIN CALLED THE COMPANY)
HOME OFFICE - CHICAGO, ILLINOIS

AGREES WITH W. R. GRACE & CO., IN CONSIDERATION OF THE PAYMENT OF THE PREMIUM,
IN RELIANCE UPON THE STATEMENTS IN THE DECLARATIONS MADE A PART HEREOF AND SUBJECT
TO ALL THE TERMS OF THE POLICY:

INSURING AGREEMENT

- I. COVERAGE A - PERSONAL INJURY LIABILITY, OTHER THAN AUTOMOBILE ✓
COVERAGE B - PROPERTY DAMAGE LIABILITY, OTHER THAN AUTOMOBILE ✓
COVERAGE C - PERSONAL INJURY LIABILITY, AUTOMOBILE ✓
COVERAGE D - PROPERTY DAMAGE LIABILITY, AUTOMOBILE ✓

THE COMPANY WILL PAY ON BEHALF OF THE INSURED ALL SUMS WHICH THE INSURED SHALL BECOME LEGALLY OBLIGATED TO PAY AS DAMAGES INCLUDING LIABILITY ASSUMED UNDER CONTRACT BECAUSE OF: ✓

PERSONAL INJURY OR ✓
PROPERTY DAMAGE OR ✓
ADVERTISING OFFENSE ✓

TO WHICH THIS INSURANCE APPLIES, CAUSED BY AN OCCURRENCE AND ARISING OUT OF ALL OPERATIONS OF THE INSURED, INCLUDING BUT NOT LIMITED TO THOSE OPERATIONS AS STATED IN THE SCHEDULES ATTACHED HERETO. AS RESPECTS THE INSURANCE AFFORDED BY THIS POLICY, THE COMPANY SHALL HAVE THE RIGHT AND DUTY TO DEFEND ANY SUIT AGAINST THE INSURED SEEKING DAMAGES ON ACCOUNT OF SUCH PERSONAL INJURY OR PROPERTY DAMAGE, EVEN IF ANY OF THE ALLEGATIONS OF THE SUIT ARE GROUNDLESS, FALSE OR FRAUDULENT AND MAY MAKE SUCH INVESTIGATION AND SETTLEMENT OF ANY CLAIM OR SUIT AS IT DEEMS EXPEDIENT. ✓

EXCLUSIONS ✓

THIS INSURANCE DOES NOT APPLY:

- (A) EXCEPT WITH RESPECT TO OPERATIONS PERFORMED BY INDEPENDENT CONTRACTORS AND EXCEPT WITH RESPECT TO LIABILITY ASSUMED BY THE INSURED UNDER A CONTRACT AS DEFINED HEREIN, TO PERSONAL INJURY OR PROPERTY DAMAGE ARISING OUT OF THE OWNERSHIP, MAINTENANCE, OPERATION, USE, LOADING OR UNLOADING OF ANY AIRCRAFT OWNED OR OPERATED BY OR RENTED OR LOANED TO THE NAMED INSURED; ✓
- (B) TO ANY OBLIGATION TO WHICH THE INSURED OR ANY CARRIER AS HIS INSURER MAY BE HELD LIABLE UNDER ANY WORKMEN'S COMPENSATION, UNEMPLOYMENT COMPENSATION OR DISABILITY BENEFITS LAW, OR UNDER ANY SIMILAR LAW; ✓
- (C) UNDER COVERAGE A AND C TO BODILY INJURY TO ANY EMPLOYEE OF THE INSURED ARISING OUT OF AND IN THE COURSE OF HIS EMPLOYMENT BY THE INSURED; BUT THIS EXCLUSION DOES NOT APPLY TO LIABILITY OF OTHERS ASSUMED BY THE INSURED UNDER CONTRACT; ✓

(IV) PRODUCTS WHICH AFTER DISTRIBUTION OR SALE BY THE NAMED INSURED HAVE BEEN LABELED OR RELABELED OR USED AS A CONTAINER, PART OR INGREDIENT OF ANY OTHER THING OR SUBSTANCE BY OR FOR THE VENDOR. ✓

(2) THE INSURANCE DOES NOT APPLY TO ANY PERSON OR ORGANIZATION, AS INSURED, FROM WHOM THE NAMED INSURED HAS ACQUIRED SUCH PRODUCTS OR ANY INGREDIENT, PART OR CONTAINER, ENTERING INTO, ACCOMPANYING OR CONTAINING SUCH PRODUCTS. ✓

(F) EMPLOYEE ORGANIZATIONS OF THE NAMED INSURED'S EMPLOYEES OTHER THAN LABOR UNIONS BUT THIS INSURANCE WILL BE EXCESS OVER AND WILL NOT CONTRIBUTE IF ANY OTHER VALID AND COLLECTIBLE INSURANCE IS AVAILABLE TO SUCH ORGANIZATIONS. ✓

IV. LIMITS OF LIABILITY ✓

REGARDLESS OF THE NUMBER OF (1) INSUREDS UNDER THIS POLICY, (2) PERSONS OR ORGANIZATIONS WHO SUSTAIN PERSONAL INJURY OR PROPERTY DAMAGE, (3) CLAIMS MADE OR SUITS BROUGHT ON ACCOUNT OF PERSONAL INJURY OR PROPERTY DAMAGE, OR (4) AUTOMOBILES TO WHICH THIS POLICY APPLIES, THE COMPANY'S LIABILITY IS LIMITED AS FOLLOWS: ✓

THE TOTAL LIABILITY OF THE COMPANY FOR ALL DAMAGES INCLUDING FOR CARE AND LOSS OF SERVICES BECAUSE OF PERSONAL INJURY SUSTAINED BY ONE OR MORE PERSONS AS THE RESULT OF ANY ONE OCCURRENCE SHALL NOT EXCEED THE LIMIT OF PERSONAL INJURY LIABILITY STATED IN THE DECLARATIONS AS APPLICABLE TO "EACH OCCURRENCE". ✓

THE TOTAL LIABILITY OF THE COMPANY FOR ALL DAMAGES BECAUSE OF ALL PROPERTY DAMAGE SUSTAINED BY ONE OR MORE PERSONS OR ORGANIZATIONS AS THE RESULT OF ANY ONE OCCURRENCE SHALL NOT EXCEED THE LIMIT OF PROPERTY DAMAGE LIABILITY STATED IN THE DECLARATIONS AS APPLICABLE TO "EACH OCCURRENCE". ✓

SUBJECT TO THE ABOVE PROVISIONS RESPECTING "EACH OCCURRENCE", THE LIMITS OF PERSONAL INJURY LIABILITY AND PROPERTY DAMAGE LIABILITY STATED IN THE DECLARATIONS AS "AGGREGATE" ARE RESPECTIVELY THE TOTAL LIABILITY OF THE COMPANY FOR ALL DAMAGES BECAUSE OF PERSONAL INJURY AND PROPERTY DAMAGE INCLUDED WITHIN THE COMPLETED OPERATIONS AND THE PRODUCTS HAZARDS. ✓

FOR THE PURPOSE OF DETERMINING THE LIMIT OF THE COMPANY'S LIABILITY, ALL PERSONAL INJURY AND PROPERTY DAMAGE ARISING OUT OF CONTINUOUS OR REPEATED EXPOSURE TO SUBSTANTIALLY THE SAME GENERAL CONDITIONS SHALL BE CONSIDERED AS ARISING OUT OF ONE OCCURRENCE. ✓

IT IS FURTHER UNDERSTOOD AND AGREED THAT THE COMPANY'S LIMITS OF LIABILITY NOTWITHSTANDING THE LIMIT OF LIABILITY STATED ON THE DECLARATIONS PAGE ARE: ✓

(1) ADVERTISING OFFENSE - \$250,000 EACH OCCURRENCE,

(2) UNDER COVERAGE B - \$200,000 EACH CLAIM AND \$200,000 AGGREGATE FOR INJURY TO OR DESTRUCTION OF PROPERTY ARISING FROM GRADUAL POLLUTION OR CONTINUOUS DISCHARGE, LEAKAGE, OR OVERFLOW OF SMOKE, FUMES, WASTE OR OTHER MATERIALS.

(3) UNDER COVERAGE B - \$200,000 EACH OCCURRENCE AND \$200,000 AGGREGATE ARISING FROM INJURY TO OR DESTRUCTION OF PROPERTY IN THE CARE, CUSTODY OR CONTROL OF THE INSURED OR PROPERTY AS TO WHICH THE INSURED FOR ANY PURPOSE IS EXERCISING PHYSICAL CONTROL.

INASMUCH AS THIS POLICY IS WRITTEN TO COVER MORE THAN ONE INSURED, IT IS UNDERSTOOD AND AGREED THAT ALL OF THE TERMS AND CONDITIONS, INSURING AGREEMENTS AND ENDORSEMENTS WITH THE EXCEPTION OF LIMITS OF LIABILITY SHALL OPERATE IN THE SAME MANNER AS IF THERE WERE A SEPARATE POLICY OF INSURANCE COVERING EACH INSURED.

V. POLICY TERRITORY:

THIS INSURANCE APPLIES TO PERSONAL INJURY OR PROPERTY DAMAGE WHICH OCCURS DURING THE POLICY PERIOD FOR CLAIMS MADE, OR OPERATIONS, OR PRODUCTS ORIGINATING WITHIN THE U.S.A., ITS TERRITORIES OR POSSESSIONS, THE PANAMA CANAL ZONE, THE REPUBLIC OF PANAMA OR CANADA.

IF CLAIM IS MADE OR SUIT IS BROUGHT ELSEWHERE THAN WITHIN THE UNITED STATES OF AMERICA, ITS TERRITORIES OR POSSESSIONS OR CANADA, THE COMPANY SHALL HAVE THE RIGHT BUT NOT THE DUTY TO INVESTIGATE AND SETTLE SUCH CLAIMS AND DEFEND SUCH SUITS.

IN ANY CASE IN WHICH THE COMPANY ELECTS NOT TO INVESTIGATE, SETTLE OR DEFEND, THE INSURED, UNDER THE SUPERVISION OF THE COMPANY, SHALL MAKE OR CAUSE TO BE MADE SUCH INVESTIGATION AND DEFENSE AS ARE REASONABLY NECESSARY AND, SUBJECT TO PRIOR AUTHORIZATION BY THE COMPANY, WILL EFFECT TO THE EXTENT POSSIBLE SUCH SETTLEMENT OR SETTLEMENTS AS THE COMPANY AND THE INSURED DEEM PRUDENT. THE COMPANY SHALL REIMBURSE THE INSURED FOR THE REASONABLE COSTS OF SUCH INVESTIGATION, SETTLEMENT OR DEFENSE.

SUPPLEMENTARY PAYMENTS

THE COMPANY WILL PAY IN ADDITION TO THE APPLICABLE LIMIT OF LIABILITY:

- (A) ALL EXPENSES INCURRED BY THE COMPANY, ALL COSTS TAXED AGAINST THE INSURED IN ANY SUIT DEFENDED BY THE COMPANY AND ALL INTEREST ON THE ENTIRE AMOUNT OF ANY JUDGMENT THEREIN WHICH ACCRUES AFTER ENTRY OF THE JUDGMENT AND BEFORE THE COMPANY HAS PAID OR TENDERED OR DEPOSITED IN COURT THAT PART OF THE JUDGMENT WHICH DOES NOT EXCEED THE LIMIT OF THE COMPANY'S LIABILITY THEREON;

- (B) PREMIUMS OR APPEAL BONDS REQUIRED IN ANY SUCH SUIT, PREMIUMS ON BONDS TO RELEASE ATTACHMENTS IN ANY SUCH SUIT FOR AN AMOUNT NOT IN EXCESS OF THE APPLICABLE LIMIT OF LIABILITY OF THIS POLICY, AND THE COST OF BAIL BONDS REQUIRED OF THE INSURED BECAUSE OF ACCIDENT OR TRAFFIC LAW VIOLATION ARISING OUT OF THE USE OF ANY VEHICLE TO WHICH THIS POLICY APPLIES, NOT TO EXCEED \$250 PER BAIL BOND, BUT THE COMPANY SHALL HAVE NO OBLIGATION TO APPLY FOR OR FURNISH ANY SUCH BONDS;
- (C) REASONABLE EXPENSE INCURRED BY THE INSURED, IN CONNECTION WITH BODILY INJURY TO WHICH THIS INSURANCE APPLIES, FOR SUCH IMMEDIATE MEDICAL AND SURGICAL RELIEF TO OTHERS AS SHALL BE IMPERATIVE AT THE TIME OF THE OCCURRENCE;
- (D) REASONABLE EXPENSES INCURRED BY THE INSURED AT THE COMPANY'S REQUEST, INCLUDING ACTUAL LOSS OF EARNINGS OR SALARY NOT TO EXCEED \$50 PER DAY IN ASSISTING THE COMPANY IN THE INVESTIGATION OR DEFENSE OF ANY CLAIM OR SUIT.

DEFINITIONS

WHEN USED IN THIS POLICY (INCLUDING ENDORSEMENTS FORMING A PART HEREOF):

ADVERTISING OFFENSE - INCLUDES LIBEL, SLANDER, DEFAMATION, INFRINGEMENT OF COPYRIGHT, TITLE OR SLOGAN, PIRACY, UNFAIR COMPETITION, IDEA MISAPPROPRIATION OR INVASION OF RIGHTS OF PRIVACY, ARISING OUT OF THE NAMED INSURED'S ADVERTISING ACTIVITIES, ANY ADVERTISEMENT, PUBLICITY ARTICLES, BROADCAST OR SIMILAR ACTIVITY;

AUTOMOBILE - "AUTOMOBILE" MEANS A LAND MOTOR VEHICLE, TRAILER OR SEMI-TRAILER DESIGNED FOR TRAVEL ON PUBLIC ROADS (INCLUDING ANY MACHINERY OR APPARATUS ATTACHED THERETO), BUT DOES NOT INCLUDE MOBILE EQUIPMENT;

CONTRACT - MEANS ANY CONTRACT ENTERED INTO BY THE NAMED INSURED;

MOBILE EQUIPMENT - MEANS A LAND VEHICLE (INCLUDING ANY MACHINERY OR APPARATUS ATTACHED THERETO), WHETHER OR NOT SELF-PROPELLED, (1) NOT SUBJECT TO MOTOR VEHICLE REGISTRATION, OR (2) MAINTAINED FOR USE EXCLUSIVELY ON PREMISES OWNED BY OR RENTED TO THE NAMED INSURED, INCLUDING THE WAYS IMMEDIATELY ADJOINING OR (3) DESIGNED FOR USE PRINCIPALLY OFF PUBLIC ROADS, OR (4) DESIGNED OR MAINTAINED FOR THE SOLE PURPOSE OF AFFORDING MOBILITY TO EQUIPMENT OF THE FOLLOWING TYPES FORMING AN INTEGRAL PART OF OR PERMANENTLY ATTACHED TO SUCH VEHICLE: POWER CRANES, SHOVELS, LOADERS, DIGGERS AND DRILLS; CONCRETE MIXERS (OTHER THAN THE MIX-IN-TRANSIT TYPE); GRADERS, SCRAPERS, ROLLERS AND OTHER ROAD CONSTRUCTION OR REPAIR EQUIPMENT, AIR COMPRESSORS, PUMPS AND GENERATORS, INCLUDING SPRAYING, WELDING AND BUILDING CLEANING EQUIPMENT; AND GEOPHYSICAL EXPLORATION AND WELL SERVICING EQUIPMENT;

OCCURRENCE - WITH RESPECT TO COVERAGE B, "OCCURRENCE" MEANS EITHER AN ACCIDENT, EVENT OR CONTINUOUS OR REPEATED EXPOSURE TO CONDITIONS WHICH UNINTENTIONALLY CAUSES INJURY TO OR DESTRUCTION OF PROPERTY;

5. ACTION AGAINST THE COMPANY ✓

NO ACTION SHALL LIE AGAINST THE COMPANY UNLESS, AS A CONDITION PRECEDENT THERETO, THERE WOULD HAVE BEEN FULL COMPLIANCE WITH ALL OF THE TERMS OF THIS POLICY, NOR UNTIL THE AMOUNT OF THE INSURED'S OBLIGATION TO PAY SHALL HAVE BEEN FINALLY DETERMINED EITHER BY JUDGMENT AGAINST THE INSURED AFTER ACTUAL TRIAL OR BY WRITTEN AGREEMENT OF THE INSURED, THE CLAIMANT AND THE COMPANY. ✓

ANY PERSON OR ORGANIZATION OR THE LEGAL REPRESENTATIVE THEREOF WHO HAS SECURED SUCH JUDGMENT OR WRITTEN AGREEMENT SHALL THEREAFTER BE ENTITLED TO RECOVER UNDER THIS POLICY TO THE EXTENT OF THE INSURANCE AFFORDED BY THIS POLICY. NO PERSON OR ORGANIZATION SHALL HAVE ANY RIGHT UNDER THIS POLICY TO JOIN THE COMPANY AS A PARTY TO ANY ACTION AGAINST THE INSURED TO DETERMINE THE INSURED'S LIABILITY. BANKRUPTCY OR INSOLVENCY OF THE INSURED OR OF THE INSURED'S ESTATE SHALL NOT RELIEVE THE COMPANY OF ANY OF ITS OBLIGATIONS HEREUNDER. ✓

6. OTHER INSURANCE ✓

THE INSURANCE AFFORDED BY THIS POLICY IS PRIMARY INSURANCE, EXCEPT WHEN STATED TO APPLY IN EXCESS OR CONTINGENT UPON THE ABSENCE OF OTHER INSURANCE. WHEN THIS INSURANCE IS PRIMARY AND THE INSURED HAS OTHER INSURANCE WHICH IS STATED TO BE APPLICABLE TO THE LOSS ON AN EXCESS OR CONTINGENT BASIS, THE AMOUNT OF THE COMPANY'S LIABILITY UNDER THIS POLICY SHALL NOT BE REDUCED BY THE EXISTENCE OF SUCH OTHER INSURANCE. WITH RESPECT TO A HIRED AUTOMOBILE OR NON-OWNED AUTOMOBILE, THIS INSURANCE SHALL BE EXCESS INSURANCE OVER ANY OTHER VALID AND COLLECTIBLE INSURANCE AVAILABLE TO THE INSURED. ✓

WHEN BOTH THIS INSURANCE AND OTHER INSURANCE APPLY TO THE LOSS ON THE SAME BASIS, WHETHER PRIMARY, EXCESS OR CONTINGENT, THE COMPANY SHALL NOT BE LIABLE UNDER THIS POLICY FOR A GREATER PROPORTION OF THE LOSS THAN STATED IN THE APPLICABLE CONTRIBUTION PROVISIONS BELOW: ✓

- (A) CONTRIBUTION BY EQUAL SHARES. IF ALL OF SUCH OTHER VALID AND COLLECTIBLE INSURANCE PROVIDES FOR CONTRIBUTION BY EQUAL SHARES, THE COMPANY SHALL NOT BE LIABLE FOR A GREATER PORTION OF SUCH LOSS THAN WOULD BE PAYABLE IF EACH INSURER CONTRIBUTES AN EQUAL SHARE UNTIL THE SHARE OF EACH INSURER EQUALS THE LOWEST APPLICABLE LIMIT OF LIABILITY UNDER ANY ONE POLICY OR THE FULL AMOUNT OF THE LOSS IS PAID, AND WITH RESPECT OF ANY AMOUNT OF LOSS NOT SO PAID THE REMAINING INSURERS THEN CONTINUE TO CONTRIBUTE EQUAL SHARES OF THE REMAINING AMOUNT OF THE LOSS UNTIL EACH INSURER HAS PAID ITS LIMITS IN FULL OR THE FULL AMOUNT OF THE LOSS IS PAID. ✓
- (B) CONTRIBUTION BY LIMITS. IF ANY SUCH OTHER INSURANCE DOES NOT PROVIDE FOR CONTRIBUTION BY EQUAL SHARES, THE COMPANY SHALL NOT BE LIABLE FOR A GREATER PORTION OF SUCH LOSS THAN THE APPLICABLE LIMIT OF LIABILITY UNDER THIS POLICY FOR SUCH LOSS BEARS TO THE TOTAL APPLICABLE LIMIT OF LIABILITY OF ALL VALID AND COLLECTIBLE INSURANCE AGAINST SUCH LOSS. ✓

IN CONSIDERATION OF THE PREMIUM CHARGED, IT IS AGREED THAT ITEM #3
OF THE DECLARATION PAGE IS AMENDED TO READ:

PERSONAL INJURY LIABILITY OTHER THAN AUTOMOBILE	\$1,000,000. EACH OCCURRENCE ✓
PROPERTY DAMAGE LIABILITY OTHER THAN AUTOMOBILE	\$1,000,000. EACH OCCURRENCE ✓
PRODUCTS AGGREGATE	\$4,000,000. COMBINED PERSONAL INJURY & PROPERTY DAMAGE ✓

This endorsement is a part of your policy and takes effect on the effective date of your policy, unless another effective date is shown below.

Must Be Completed		Complete Only When This Endorsement Is Not Prepared with the Policy Or Is Not to be Effective with the Policy	
ENDY. NO.	POLICY NO.	ISSUED TO	EFFECTIVE DATE OF THIS ENDORSEMENT
59	CCP 2483440	W. R. GRACE & CO.	6/30/82



9/20/82

Countersigned by _____
Authorized Representative

39543-A

GEC 029878

WRG 0449